

IN THE COURT OF THE MUNSIF, CHALAKUDY

Present : Parvathy Vijayan, Munsiff, Chalakudy.

Wednesday, the 8th day of April, 2026/18th Chaithra ,1948

O.S.88/2023

Plaintiffs:-

Alice, Aged 49, W/o Pullokkaran Chakko,
Veeranchira Desom, Kuttichira Village,
Chalakudy Taluk

By Adv. P.P.Peter & Poly Antony

Defendants :-

1. Assistant Executive Engineer, Minor Irrigation Department,
East Chalakudy Village, Chalakudy Taluk.
2. Executive Engineer, Minor Irrigation Department,
Chembukkavu Desom, Thrissur Taluk.
3. Kerala Govt. Rep.by District Collector, Thrissur,
Ayyanthole.

Govt.Pleader

This suit having come up for final hearing before me on 31.03.2026 in the presence of the counsel for both sides and having stood over for consideration to this day the court on 08.04.2026 delivered the following:

J U D G M E N T

Suit is for mandatory injunction and permanent prohibitory injunction.

2. The averments in the plaint in brief are as follows: The plaint schedule properties are the properties obtained by the plaintiff as per deed no.5121/1999 of the Sub Registry Office,Chalakudy. The plaintiff is in possession and enjoyment of the properties. Nobody other than the plaintiff has any manner of right over the properties. The plaintiff had not conducted any construction works in the plaint schedule properties. During 2019, when the plaintiff removed soil from his properties for constructing a temporary shed, a pipe for drawing water for irrigation purposes was seen at about 2 feet depth. In fact the plaintiff has no knowledge about the pipe and the pipe was broken and then the panchayath member, committee members etc of the panchayath lodged complaint before Athirappilli Police Station and the plaintiff's husband was

called to the Police Station. Rs.5,000/- received from plaintiff's husband for repairing the pipe and that the ward member and committee members assured the plaintiff that the pipe will be removed from the plaint schedule property and that the same will be replaced in the road or in any other place and the plaintiff had agreed for the same. The plaintiff had requested for removal of the pipe several times but it was told that the pipe was laid as per the direction of the Assistant Executive Engineer of Minor Irrigation Office. On enquiry the plaintiff got information that the pipe was installed as per the direction of the 2nd defendant from the office of the 1st defendant and that the expenses for the same was as per the direction of the 2nd defendant from the office of the 1st defendant. The 3rd defendant is arrayed as a party to the suit as the defendant nos.1 and 2 are officials of the government and that the defendant no.3 is vicariously liable for the acts of the defendant nos.1 and 2. The plaint A schedule properties are in the absolute ownership and possession of the plaintiff and the defendants have no manner of right over the properties. The plaintiff had not given permission to anybody to install pipes through plaint schedule properties and to draw water through the same. The water is drawn through the plaint A schedule properties without the knowledge and consent of the plaintiff. The defendants have no manner of right to do so. The defendants threatened the plaintiff, when the plaintiff tried to remove the pipe. The plaintiff is not willing to install pipe and to draw water through the plaint A schedule properties. Interruption was caused to the drawing of water as there was damages to the pipe but the plaintiff was not amenable for drawing water through his properties after removal of the obstructions and by installing new pipes. Hence the suit for mandatory injunction directing the defendants to reinstate the plaint A schedule properties by removing the pipes from the plaint A schedule properties. The plaintiff also seeks for a permanent prohibitory injunction restraining the defendants and their men from trespassing into the plaint schedule properties and committing waste therein, from installing pipes and drawing water through the plaint schedule properties and also from doing anything in the plaint schedule properties detrimental to the interest of the plaintiff.

3. As per I.A.4/2026 amendment allowed.
4. The 1st defendant entered appearance and filed written statement for and on behalf of defendant nos.2 and 3. The defendant denies all the averments in the plaint except those which are specifically admitted. This scheme (Kannankuzhi LIS) started as per the application dated 12.07.1987 of Kerala Pulayar Mahasabha to the then Minister of Agriculture Department and the same started functioning on 01.03.1994. At the beginning of the scheme 108 families including 91 families belonging to scheduled caste and scheduled tribe were the consumers of the said scheme. For implementation of the scheme the residents of Kannankuzhi Harijan colony along with other families had signed in an agreement dated 15.10.1988 before the MI Division Executive Engineer agreeing to pay tax and to obey the conditions of the Government and Department. The pipeline was installed with the permission of owners and hence no damage is caused to the pipe line till now. At present the pipe line is doing through the properties of the plaintiff. The pipeline is installed with the permission of the pervious owner from whom the plaintiff purchased the property. The pipe line was installed in the year 1988 and no change in the alignment of the pipeline is made till now by the department. Hence the averment the plaintiff did not know about the passing of the pipe line through his properties is contrary to facts. The plaintiff himself had admitted in the plaint that the pipe was broken due to the negligence of the plaintiff and hence the responsibility of the same is with the plaintiff. The averments made by the plaintiff that there were discussions among the panchayath member, committee members and that Rs.5,000/- was received from the plaintiff for the repair of the pipe etc. are now with the knowledge of these defendants. The plaintiff had admitted that he had made attempts to remove the pipe. But the plaintiff has no right to do so as the pipe was installed by the Government as per the demand of the public. The averment that the plaintiff was threatened by the defendants is false. The officials of the Irrigation Department enters the property only for the repair works of the pipelines. The demand made by the plaintiff to remove the

pipeline which was installed for years is not justifiable in the present situation of severe drought and consequent problems of drinking water and irrigation. The act of the plaintiff to obstruct the scheme which is useful for the public is injustice. The re-installation of the pipe line will affect the alignment of the scheme as the scheme is completed with the technical co-operation of the electrical/mechanical departments..Water is lifted from Chalakudy river to the high lands of Kannankuzhi by using the motors designed by the mechanical wing and their activities and as per the same the water is reached to the upper portions through the existing alignment.. Changes in the alignment can be done only by discussions with the said department and examination. The plaintiff can continue his constructions without causing obstruction to the water supply on the basis of the certificate issued from the Irrigation Department. The Officials of the Government are responsible for implementation of the acts for smooth conduct of the schemes for public welfare. The officials of the Irrigation department are not causing obstruction to the construction works in the properties of the plaintiff. The officials of the Government are responsible for the smooth functioning of the scheme. The Lift Irrigation Scheme is included in the Special Component Plan of the Government and came into existence as per the application of the Harijans. The plaintiff himself had caused obstruction to the said scheme which is established for public interest. The pipeline drawn through the properties of the plaintiff was broken when the plaintiff removed soil from his property and the defendants are accessing the properties of the plaintiff only for maintenance work. The plaintiff had obstructed the same and hence the defendants were compelled to stop pumping and the consumers of the scheme are not obtaining water. The plaintiff has to arrange facilities for doing the maintenance of the pipeline. The plaintiff has no cause of action against the defendants. The plaintiff is not entitled to any of the reliefs sought in the plaint. Hence prays for dismissal of the suit with costs.

5. On the basis of the aforesaid pleadings, the following issues were raised for consideration:
1. Whether the plaintiff is entitled to a decree of mandatory injunction as prayed for ?
 2. Whether the plaintiff is entitled to a decree for permanent prohibitory injunction as prayed for ?
 3. Reliefs and costs.
6. PW1 to PW3 are examined from the side of the plaintiff and Exts.A1 to A4 are marked. Exts.C1& C1(a) marked. DW1 and DW2 are examined from the side of the defendants and Exts.B1 to B3 marked subject to proof.
7. Heard both sides
8. Issue no. 1 & 2: The learned counsel of the plaintiff had submitted that plaintiff is in exclusive possession of plaint A schedule property. The said plaint A schedule property was barren land which was not under cultivation. When the plaintiff removed soil from his properties for constructing a temporary shed, a pipe for drawing water for irrigation purposes was seen at about 2 feet depth and the same was broken. The panchayath member has given complaint against him before the Athirappilli Police Station and was compelled to give Rs.5,000/- towards repairs of the pipe as the said pipe was a part of the irrigation scheme. Learned counsel of the plaintiff had submitted that there is no consent given by the plaintiff or her predecessors for the erection of the pipe in the plaint A schedule property. The plaintiff had submitted that it is without the consent of the plaintiff, the said pipe is erected as part of the irrigation scheme. The plaintiff has not given any consent to reinstate the pipe which is under construction.
9. The learned counsel of the defendant nos.1 to 3 had submitted that it is a part of the Government scheme for the supply of water and had started on 01.03.1994. The

consumers of the said scheme is 108 SC-ST families. The families who were residing nearby to the plaint schedule properties had given Ext.B1 consent letter and thus the pipe line was erected. The said families are the consumers of the scheme. The learned counsel of the defendant had submitted that the said pipe line is erected with the consent of the property owners. The said scheme is a part of the public welfare. The plaintiff does not have any right to obstruct the constructions in plaint A schedule property.

10. The Power of Attorney Holder of the plaintiff is examined as PW1. PW1 filed affidavit in lieu of examination in chief in tune with the averments in the plaint. Exts.A1 to A4 marked. Ext.C1, C1(a) also marked. PW1 deposed in cross examination that he is residing in Veeranchira. He deposed in cross examination that all the prior deeds of plaint A schedule properties were perused before purchasing the property. He deposed in cross examination that Patta NoLAP 216/69 is also perused by the plaintiff. He admitted in cross examination that he had not obtained any licence for the construction of the shed. He deposed in cross examination that there is no permission needed for cleaning his properties. He further deposed in cross examination that it was not for cultivation but for constructing building, he had cleaned the property. PW1 deposed in cross examination that he does not know about Kannankuzhi Lift Irrigation Scheme. He deposed in cross examination that he has not given any complaint to change the pipe line in his property. When it was suggested to PW1 that as part of Kannankuzhi Lift Irrigation Scheme water is flowing through his property and was admitted by him. He also admitted that the said water would be collected at Kannankuzhi thodu. He deposed in cross examination that he does not know whether pipe of Kannankuzhi Lift Irrigation Scheme was erected through his property at the time when he purchased the property.
11. PW2 is the Advocate Commissioner. He deposed that he had visited the property and filed Exts.C1 and C1(a). He deposed that the pipe line is erected under soil and

he saw the pipe line after removing the soil. PW2 deposed in cross examination that only when soil was removed ,pipe was seen. He admitted in cross examination that the said pipe line was not in too much depth. He deposed that he had not inspected the depth of the pipe. He further admitted in cross examination that the size of the pipe is similar in both the place where the water is pumping and where the water is collected.

12. PW3 is an independent witness. He deposed that he is residing near to plaint A schedule property and knows the plaint A schedule property. He deposed that he had sold the property to the plaintiff. He deposed that till this property was sold to the plaintiff, it was in his possession. He deposed that he does not know whether any pipe was erected in the property, when the property was in his possession. He also admitted in cross examination that he had not given any right for any person to erect the pipe in the plaint schedule property. He also deposed that no predecessor had given intimation to him about the erection of pipeline in the property.
13. PW3 deposed in cross examination that he is residing at Veeranchira and is 28 kilometers away from the plaint A schedule property. He deposed in cross examination that he had enquired about the property to the inhabitants in that place. He deposed in cross examination that he had purchased the property from Chacko and had sold the property to the plaintiff. He deposed in cross examination that in the prior deeds of the said property, Patta is mentioned. He deposed in cross examination that he had not constructed anything in the property but had done cultivation in the property. He deposed in cross examination that there was no pipeline when he purchased the property. When he was specifically asked whether he had digged the property, he deposed that he had not seen anything in the property. He admitted in cross examination that he had purchased the property 30-35 years ago and at that time there were persons belonging to SC-ST community living nearby. He deposed in cross examination that he does not know whether there was Kannankuzhi Lift Irrigation Scheme for the supply of water to the nearby

residents. He deposed that there are constructions like home stay and hotels near to the plaint schedule property.

14. DW1 is the convener of the Karshaka Samithi of Athirappilli-Kannankuzhi desom. He deposed that as part of Kannankuzhi Plan and as a consumer of the said scheme, he has direct knowledge about the existence of Kannankuzhi Lift Irrigation Scheme. The said scheme has been started since 1994 and the consumers of the said scheme are families from SC ST community. There are no restrictions happened for the scheme. The pipeline as part of the scheme is erected as per the consent given by the property owners. The pipe line in plaint A schedule property was also erected with the consent of the property owner. When the plaintiff had started construction with a JCB, it caused breaking of pipeline and was sealed temporarily. During 2023, when there was leak to the pipe, they attempted to repair the pipe but the plaintiff was not consented to the same. Thus Ext.B1 complaint was given before the Lift Irrigation Assistant Engineer. DW1 had stated that there are consumers for the scheme who belongs to SCST community and are using the scheme.
15. DW1 admitted in cross examination that he is a public worker. He deposed in cross examination that water is pumped from Chalakudy river and would move through Chalakudy-Athirappilly road towards the western side. The water is pumped from the river and would reach the cana. After that the water would enter into a private property. He deposed that the pipe is passing through only two persons property. He deposed that he does not know how many persons are there who are beneficiaries of the scheme. He deposed that the scheme is for watering the property. He deposed in cross examination that Lift Irrigation Scheme is started in 1994. He deposed in cross examination that he has not seen any documents relating to the irrigation scheme.

16. The Executive Engineer of Irrigation Department is examined as DW2. She had filed affidavit in lieu of examination in chief in tune with the averments in the written statement. She had stated that Lift Irrigation Scheme Kannankuzhi came into force as per application given by Kerala Pulayar Mahasabha on 12.07.1987. The said scheme started on 01.03.1994 in which 108 families are the consumers. The families in Harijan colony, Kannankuzhi had consented to obey the rules and to pay water tax as per the agreement dated 15.10.1988. As per the agreement the scheme was implemented. The said scheme was functioning under the Minor Irrigation Investigation Sub Division, Thrissur which was operating at Chalakudy investigation section. But both the offices are closed down and so documents cannot be recovered. The Minor Irrigation Investigation Office was changed to new office and so the original agreement cannot be produced. Ext.B3 is sanction for implementation of scheme and Ext.B2 is the agreement entered by the consumers. The said pipeline is used for the transportation of water and is erected as per the consent of the property owners. The pipe line goes through the property of the plaintiff and the predecessor of the plaintiff had consented to the same. The negligence of the plaintiff had caused breakage of the pipe line and had not given any damages for the same. The plaintiff had requested to change the pipeline but it would affect the alignment of the pipeline. The scheme is implemented with the assistance of electrical and mechanical wing also and so changes can be made possible only with the help of these departments. The scheme is for the consumers which involves large public and so if any hindrance is caused to the said scheme, it would affect them. DW1 admitted that original of documents could not be received due to shifting of office. She deposed in cross examination that she does not know property owners through which pipeline is passing. She also deposed in cross examination that she does not know whether predecessor of plaintiff had signed in agreement.

17. The specific case of the plaintiff is that plaintiff came to know about the pipe installed in their property as part of Lift Irrigation Scheme of the Government only when he removed soil for the construction of a shed. There is no consent given by the plaintiff or her predecessor for the usage of property for installation of the pipes. On perusal of Ext.A2, it is noted that husband of plaintiff purchased the plaint schedule property during 1993. Thereafter it was sold to PW2 and again purchased by the plaintiff during 1999. PW1 deposed in cross examination that he does not know about this scheme till he had consented to give deposition before the court. He admitted in cross examination that there is scarcity of water in the said place. He admitted in cross examination that there is water coming through this pipe to the PWD road. He denied that consent is given by the predecessor of the property for the scheme. He admitted in cross examination that he does not know Velayudhan and how Velayudhan has got the property. Further he admitted in cross examination that he got the property from Velayudhan in the year 1993. Ext.B3 would show that it is a Government order dated 21.10.1992 where sanction given for the implementation of the Lift Irrigation Scheme. Thus the installation of pipe had happened only after Ext.B3. As per defendant's case, consent was given by the predecessor of the plaintiff for the scheme. It is pertinent to note that plaintiff had not produced their prior deed with Patta acquired by him as LAP 261/69 which is stated in Ext.A2 where the predecessor of plaintiff had acquired the property. It is specifically pleaded by PW1 that plaintiff or predecessor had not consented to the scheme. But there is no evidence produced to show that consent was not given for the scheme. Thus from above discussion plaintiff failed to prove their case. Issue no 1 and 2 found against plaintiff.
18. Issue no.3: In the light of my findings on the above issues, the suit is liable to be dismissed. Considering the nature and circumstances of the case both parties shall bear their costs.

19. In the result, suit dismissed. No costs

(Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in open court, this the 8th day of April, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX

Plaintiffs Exhibits:-

- A1 - 29/11/25 - Power of Attorney
- A2 - 09/06/93 - Title deed
- A3 - 27/09/99 - Title deed
- A4 - 21/08/25 - Tax Receipt

Defendants Exhibits:-

- B1 - Complaint submitted before Assistant Engineer
- B2 - Agreement
- B3 - Permission of kannankuzhi L I Project

Court Exhibits:-

- C1 - Commission Report
- C1(a) - Sketch

Plaintiffs Witness:-

- PW1 - 17/12/25 - Chacko
- PW2 - 12/01/26 - Vishnuprasad P.S.
- PW3 - 12/01/26 - Varghese

Defendants Witness:-

- DW1 - 30/01/26 - Rubinlal T.M.
- DW2 - 27/02/26 - Seena A.I

Munsiff